

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>4</u> TO LEASE NO. GS-04B-50810
ADDRESS OF PREMISES Courthouse Commons 444 W. Railroad Ave West Palm Beach, Florida 33401-4122	PDN Number:

**THIS AMENDMENT** is made and entered into between GFB Courthouse Holdings, Inc

whose address is: 15050 NW 79<sup>th</sup> Street, Suite 200  
Miami Lakes, FL 33016-4122

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease. .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective June 24, 2013 as follows:

USE OF THE GSA FORM 276 SUPPLEMENTAL LEASE AGREEMENT HAS BEEN DISCONTINUED. ALL REFERENCES IN THE LEASE TO "GSA FORM 276" OR SUPPLEMENTAL LEASE AGREEMENT SHALL BE NOW HEREBY CONSTRUED TO MEAN "LEASE AMENDMENT"

In separate correspondence dated June 24, 2013, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$1,454,657.97. The total costs for tenant improvements are \$2,804,350.85. The Government hereby orders the balance of \$1,349,692.88.

II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,349,692.88, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

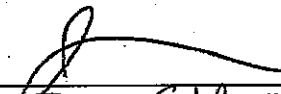
The original invoice must be submitted directly to the GSA Finance Office at the following address:  
General Services Administration  
FTS and PBS Payment Division (7BCP)

This Lease Amendment contains 2 pages.

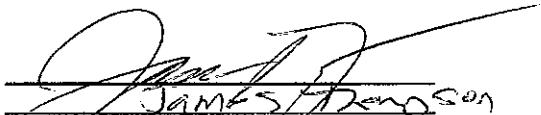
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

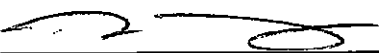
**FOR THE LESSOR:**

Signature:   
 Name: Joel Goldmacher  
 Title: Pres.  
 Entity Name: GFB COURT HOUSE HOLDING INC.  
 Date: 6/29/13

**FOR THE GOVERNMENT:**

Signature:   
 Name: JAMES THOMPSON  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 7/1/13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: HUGO TORRES  
 Title: F.T. Director  
 Date: 7/1/13

P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: James Thompson  
7771 W. Oakland Park Blvd  
Sunrise, FL 33351

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN #

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

III. The Construction drawings dated 6-4-13 which formed the basis for the tenant improvement costs are hereby incorporated into the lease.

IV. The Lessor hereby waives restoration as a result of all improvements.

V. Paragraph 1 of the lease is hereby deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 34,921 rentable square feet (RSF) of contiguous office and related space, consisting of 32,279 ANSI/BOMA Office Area Square Feet (ABOA) to be located as follows: 11,563 ABOA on the 4<sup>th</sup> and 20,716 ABOA on the 5<sup>th</sup> floor of the building known as Courthouse Commons, 444 W. Railroad Avenue, West Palm Beach, Florida 33401-4122, in addition to 124 reserved structured parking spaces on the fifth floor and roof of the parking garage."

VI. Upon acceptance of the tenant improvements the cost of the parking shall be added into the lease for a total annual rate of \$35,280 for 124 structured spaces.

VII. Paragraph 10 of the lease is hereby deleted in its entirety and replaced with the following:

"10. The rental rate in Paragraph 3 for the period of Year 1 through year 10 includes all tenant improvements. In accordance with Paragraph 3.2 of SFO 8FL2270, the Tenant Improvement Allowance (TI) provided in the lease is \$1,454,657.97, amortized at an interest rate of 3% over ten years yielding an annual cost of \$168,555.43 at a rate of \$4.83 per RSF. The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings. If the TI cost exceeds the allowance, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance is not used, the Government will adjust the rental rate downward to off-set the difference in the TI. The Lessor understands, in lieu of Cost and Pricing Date, his contractor or each of his sub-contractors shall solicit three bids for work completed as a part of the initial tenant alterations. The lowest responsive bid will be accepted. This does not apply to the shell build-out."

All other terms and conditions remain in full force and effect.

INITIALS:

  
LESSOR

&

  
GOVT